

TERMS & CONDITIONS OF SALE & WARRANTIES

Prices

Published prices by seller are subject to change without notice. Contract is not honored & accepted until seller signs this contract. Seller has the right to correct any errors made by the dealer on this contract.

Payments

Buyer is only required to pay a deposit of 10% of sale price at the time of purchase. If buyer cancels order, dealer has the authority to decide whether to refund 10% deposit to buyer. Midwest Steel Carports will not be responsible for refunds of the buyer's deposits collected by the dealer. In addition, there shall not be refunds on special orders. If buyer pays an amount exceeding the required 10% deposit, seller will not process order until the excess funds are distributed to the seller. The remaining balance will be **due at installation**. If buyer fails to make payment within two (2) weeks of delivery, Midwest Steel Carports has the right & the buyer's permission to repossess building & buyer will be liable for all applicable charges & fees for setup, delivery, & any legal fees incurred by Midwest Steel Carports. Unit will remain Midwest Steel Carports' property until paid for in full. Any payment made by check must have sufficient funds available. If check is returned NSF, buyer will be responsible & charged for any additional fees or penalties incurred by Midwest Steel Carports.

Delivery & Installation

Before installation, call MISS DIG (811) to make any underground cables, gas lines, or utility lines. Midwest Steel Carports will not be responsible for any damages to utilities if lines are not marked. **Buyer is responsible for obtaining all necessary permits prior to installation of the unit.** Ground **must** be level & cleared of any obstacles prior to installation or unit will **NOT** be installed & a restocking fee will be charged to the buyer. If installers are required to cut frame to level, dig, carry material long distances, or install with obstacles in the way, buyer will be charged an **additional labor fee**. The labor fee should be quoted & accepted by buyer prior to proceeding with the task.

Delivery Guarantee

Midwest Steel Carports will commit to deliver & install units within 4 weeks (April-October) after contract has been received & signed by the seller along with a deposit. If we do not complete installation on stated date, we will discount \$150 for every week it falls behind. Dates for installation are **estimates only**. Midwest Steel Carports will **not** be held responsible for changes in delivery dates due to circumstances out of the seller's control (i.e., accidents, weather, unexpected events, etc.) Unexpected circumstances will add days to your promised delivery timeframe. If we do not complete installation within promised delivery timeframe we will discount \$20 for every day there after it falls behind.

Limited Warranty: All warranties take effect from the completion date of unit installation.

- a. Seller warrants 12 Gauge units only for framing material against rust-through, assuming normal user care & maintenance. Warranty is only good for 20 years from the completion date of unit installation.
- b. Seller warrants 14 Gauge units only for framing material against rust-through, assuming normal user care & maintenance. Warranty is only good for 7 years from the completion date of unit installation.
- c. Roofing & siding panels WILL NOT crack, check, or peel (lose adhesion) for forty (40) years, but this does not include minute fracturing, which may occur in proper fabrication of the building parts. Failure due to substrate corrosion is excluded.

Color change shall be measured on an exposed painted surface that has been cleaned of surface soils & chalk, & the corresponding values measured on the original or unexposed painted surface. It is understood that fading or color changes may not be uniform, if the surfaces are not equally exposed to the sun & elements.

Our **LIMITED WARRANTY DOES NOT APPLY** to circumstances which we do not control, including:

- 1) Acts of GOD, falling objects, explosions, fire, or other such similar or dissimilar occurrences beyond Midwest Steel Carports' control;
 - 2) Unusual, harmful fumes or foreign substrates in the atmosphere, standing water, or salt spray;
 - 3) Stored or installed in a way that allows for contact with animals or animal waste.
- d. Buyer has one (1) year after completion of installation to report any defects due to bad workmanship assuming normal user care & maintenance. **Any movements, alterations or modifications to unit including exterior & interior modifications & running electricity & plumbing, or abuse of unit, WILL void all such limited warranty.** Seller does **not** warranty any unit installed by a non-Midwest Steel Carports' approved contractor.
- e. Wind warranty will be given to units when required number of optional anchors are purchased. See dealer for required anchors on a specific wind warranty. Non-factory anchors used will **NOT** warrant your unit in any extent. If required number of anchors are not able to be installed due to any circumstance beyond Midwest Steel Carports' control, wind warranty will be void. Units with a sidewall of 12 foot or higher will need extra support (RV anchors). Ask dealer or salesperson for options & requirements.

LIMITED WARRANTY DOES NOT APPLY to Acts of GOD i. e. earthquakes, tornadoes, hurricanes, etc.